

Amendment 131

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 131 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19th day of April, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for performing the Preliminary Analysis to allow Kitsap Transit (KT) to host in the ORCA system the passenger-only ferry service which is operated by the Port of Kingston (POK). This work is performed per RFCS RFI 621 *Port of Kingston – Kingston to Seattle Passenger-only Ferry Service v2*.
- C. The parties agree that the work necessary for the preliminary analysis of the proposed change to allow KT to add the subject POK service to KT's system components will be performed and compensated as described below.

Section 1.0 Description of Work

- 1.1 The Contractor will perform preliminary analysis to elaborate on the requirements, determine the impact to the system and define the scope of work necessary to allow KT to add the subject POK ferry service to KT's system components.
- 1.2 The Contractor will schedule one or more meetings with KT to elicit a full set of agreed requirements. Additional meetings will be scheduled if further clarification is needed. And, the Contractor will meet with KT staff to review the scope of work when the final work product is delivered.
- 1.3 Based on the requirement gathering meeting (s), the Contractor will produce An agreed list of requirements that provide a clear statement of the functionality or service requested, including any performance requirements, KPIs and constraints (if known), operating principles to include roles and security requirements.
- 1.4 The Contractor's analysis will be provided in a document and will include the following:
 - (a) A written solution proposal, including recommended equipment and network architecture
 - (b) A summary of the activities required to implement the solution
 - (c) A list of configurable items that would be modified, or added, for the proposed solution.
 - (d) A detailed cost estimate for the solution
 - (e) An initial list of high level schedule activities and sequence
 - (f) A summary of potential risks or impacts to the existing system

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 131

To perform preliminary analysis to allow KT to add POK passenger ferry service to KT's system components.	
TOTAL	\$5120

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Thirty-one shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

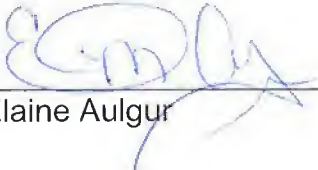
Its: _____

Date: _____

The Agencies

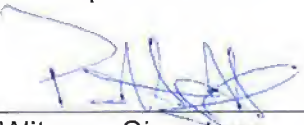
By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: April 19, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:


Elaine Aulgur

19-Apr-11
Date

In the presence of:


Witness Signature

19-Apr-11
Date

Witness name: Patty Hazard